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#### **Contract Database Metadata Elements**

Title: **Binghamton City School District and Binghamton Administrative and Supervisory Association, Empire State Supervisors and Administrators Association (2000)**

Employer Name: **Binghamton City School District**

Union: **Binghamton Administrative and Supervisory Association, Empire State Supervisors and Administrators Association**

Local:

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**4616\_06302004**

Binghamton City School District And  
Binghamton Admin & Supervsry Assn

SD  
HW / ADI

**AGREEMENT**

**Between**

**The**

**CITY SCHOOL DISTRICT**

**Of the**

**City of Binghamton, New York**

**And the**

**BINGHAMTON ADMINISTRATIVE & SUPERVISORY**

**ASSOCIATION**

**Of the**

**Empire State Supervisors and Administrators Association**

**July 1, 2000 - June 30, 2003**

**CONTRACT EXTENDED: 2003 - 2004**

**Conditions of employment the same as 2002-2003**

**RECEIVED**

**DEC 03 2003**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## **ARTICLE I RECOGNITION & CONTRACT DURATION**

**100**

The Association was, by order of the New York State Public Employment Relations Board dated November 6, 1977, certified as the exclusive representative for the purpose of collective negotiations with the Binghamton City School District in the determination of terms and conditions in the employment and settlement of grievances for the employees in the hereinafter enumerated titles pursuant to the New York Public Employee Fair Employment Act.

**101**

**Unit Titles:**

- Assistant Principals/Department Chairpersons Middle Schools
- Assistant Principals/Department Chairpersons High School
- Associate Principals - High School
- Department Chairpersons
- Director of Attendance and Pupil Services
- Elementary Principals
- Middle School Principals
- High School Principal
- Director of Health, Physical Education and Athletics
- Director of Humanities
- Director of Math, Science and Technology
- Director of Special Services
- Assistant Director of Special Services

**102**

This Agreement is for the period July 1, 2000 through June 30, 2003.

## **ARTICLE II MANAGEMENT RIGHTS**

**200**

Except as validly limited by express provisions of this Agreement, the District reserves the right to unilaterally determine the standards for selection for employment, to direct and assign its employees, to take disciplinary action according to New York State law, to relieve its employees from duty because of lack of work in the District, to maintain the efficiency of governmental operations, to determine the method, means, personnel by which its operations are to be conducted, and to take all necessary action to carry out its mission in emergencies.

**ARTICLE III  
PROFESSIONAL COMPENSATION AND WORK YEAR**

300

**Salary:**

**2000-2001**

Each Administrator who was on staff during the 1999-2000 school year and who returns for the 2000-2001 school year, shall receive a salary increase of \$2,412 per person.

**2001-2002**

Each Administrator who was on staff during the 2000-2001 school year and who returns for the 2001-2002 school year, shall receive a salary increase equal to three point five per cent (3.5%) of his/her total 2000-2001 salary.

**2002-2003**

Each Administrator who was on staff during the 2001-2002 school year and who returns for the 2002-2003 school year, shall receive a salary increase equal to three point five per cent (3.5%) of his/her total 2001-2002 salary.

Administrators who were hired in the Unit and began work on or before June 30, 1993 and who change jobs within the Unit shall receive the following base salaries:

**2000-2001**

Category	Level 1	Level 2	Level 3	Level 4	Level 5
I	\$73,137 \$73,048	\$74,281 \$74,266	\$75,477	\$76,689	\$77,901
II	\$79,217	\$80,384	\$81,553	\$82,718	\$83,927
III	\$80,600	\$81,771	\$82,945	\$84,161	\$85,399
IV	\$85,601	\$86,840	\$88,080	\$89,321	\$90,560

**2001-2002**

Category	Level 1	Level 2	Level 3	Level 4	Level 5
I	\$75,697 \$75,605	\$76,881 \$76,865	\$78,119	\$79,373	\$80,628
II	\$81,990	\$83,197	\$84,407	\$85,613	\$86,864
III	\$83,421	\$84,633	\$85,848	\$87,107	\$88,388
IV	\$88,597	\$89,879	\$91,163	\$92,447	\$93,730

**2002-2003**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$78,346 \$78,251	\$79,572 \$79,555	\$80,853	\$82,151	\$83,450
II	\$84,860	\$86,109	\$87,361	\$88,609	\$89,904
III	\$86,341	\$87,595	\$88,853	\$90,156	\$91,482
IV	\$91,698	\$93,025	\$94,354	\$95,683	\$97,011

Administrators who were hired in the Unit and began work on or after July 1, 1993 and before July 1, 1997 and who change jobs within the Unit shall receive the following base salaries:

**2000-2001**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$69,818	\$70,976	\$72,130	\$73,287	\$74,442
II	\$75,693	\$76,806	\$77,919	\$79,032	\$80,182
III	\$77,013	\$78,128	\$79,246	\$80,404	\$81,585
IV	\$81,777	\$82,958	\$84,138	\$85,320	\$86,502

**2001-2002**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$72,262	\$73,460	\$74,655	\$75,852	\$77,047
II	\$78,342	\$79,494	\$80,646	\$81,798	\$82,988
III	\$79,708	\$80,862	\$82,020	\$83,218	\$84,440
IV	\$84,639	\$85,862	\$87,083	\$88,306	\$89,530

**2002-2003**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$74,791	\$76,031	\$77,268	\$78,507	\$79,744
II	\$81,084	\$82,276	\$83,469	\$84,661	\$85,893
III	\$82,498	\$83,692	\$84,891	\$86,131	\$87,395
IV	\$87,601	\$88,867	\$90,131	\$91,937	\$92,664

Administrators who were hired in the Unit and began work on or after July 1, 1997, and who change jobs within the Unit and administrators who are hired in the Unit to begin work on or after July 1, 2000 shall receive the following base salaries.

**2000-2001**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$64,098	\$65,158	\$66,214	\$67,273	\$68,329
II	\$69,475	\$70,493	\$71,512	\$72,529	\$73,583
III	\$70,682	\$71,703	\$72,726	\$73,786	\$74,866
IV	\$75,042	\$76,123	\$77,203	\$78,285	\$79,366

**2001-2002**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$66,341	\$67,439	\$68,531	\$69,628	\$70,721
II	\$71,907	\$72,960	\$74,015	\$75,068	\$76,158
III	\$73,156	\$74,213	\$75,271	\$76,369	\$77,486
IV	\$77,668	\$78,787	\$79,905	\$81,025	\$82,144

**2002-2003**

<b>Category</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
I	\$68,663	\$69,799	\$70,930	\$72,065	\$73,196
II	\$74,424	\$75,514	\$76,606	\$77,695	\$78,824
III	\$75,716	\$76,810	\$77,905	\$79,042	\$80,198
IV	\$80,386	\$81,545	\$82,702	\$83,861	\$85,019

The salaries for each category of employee within the administrators unit, is set forth above. The listing of salaries above is not intended to be a salary schedule and is provided for the convenience of the parties only. The salaries are arranged according to category.

It is expressly agreed that for each of the three years of the contract, the following rules shall apply. The entry-level salary shall be no less than the entry level provided for in each category for level one. No one entering the unit will be paid more than the maximum allowed for that category. Management reserves the right to determine the appropriate level on which to place a starting employee within the range of salaries listed above.

301

Category I includes the following titles:

Assistant Principals/Department Chairpersons  
Department Chairpersons  
Assistant Director of Special Services

302

Category II includes the following titles:

Elementary Principals  
Associate Principals of Senior High School  
Director of Attendance and Pupil Services  
Director of Health, Physical Education and Athletics  
Director of Humanities  
Director of Math, Science and Technology  
Director of Special Services

303

Category III includes the following title:

Middle School Principals

304

Category IV includes the following title:

Senior High Principal

305

Assistant Principals/Department Chairpersons, at the Middle Schools and High School, shall perform duties which have been traditionally performed by persons in those job titles. The Building Principal in each school shall have the discretion of assigning building responsibilities to his/her Assistant Principal/Department Chairperson.

The parties agree that Assistant Principals assuming Department Chairperson responsibilities shall do so on a "phase in" basis. The "phase in" will begin in November 1997 with record-keeping, subject area organization, teacher meetings and related duties. Beginning in November of 1998, Assistant Principals acting in their capacities as Department Chairpersons will observe and evaluate classroom teachers.

306

Employees shall be compensated for graduate work at the following

rates:

- |    |   |       |
|----|---|-------|
| a) | BA plus 30 hours  | \$500 |
| b) | MA  | \$750 |
| c) | Hours beyond BA 30/MA for each six (6) hours up to sixty (60) hours   | \$100 |
| d) | For graduate hours beyond the 60 hours, the District shall pay \$100 for each 6 hours of graduate study taken and completed after July 1, 1993. However, the benefit shall not be payable until July 1, 1994. |       |
| e) | Doctorate Degree (effective July 1, 1994)   | \$500 |

307

Employees who have completed five (5) years of administrative service in the School District shall receive a longevity increment of \$650 effective July 1, 2000.

**307A**

Employees who have completed ten (10) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$550 effective July 1, 2000.

**308**

Employees who have completed fifteen (15) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$500 effective July 1, 1997.

**309**

Employees who have completed twenty (20) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$550.

**310**

Employees who have completed twenty-five (25) years of teaching and/or administrative service in the School District shall receive a longevity increment of \$650.

**311**

Assistant Principals/Department Chairpersons shall receive a stipend of \$400 effective July 1, 2000.

Assistant Principals/Department Chairpersons shall receive an increase in this stipend of \$50 to an aggregate of \$450 effective July 1, 2001.

**312**

The work year shall be a total of 220 working days. The work year begins July 1 and ends June 30 of the following year, with 16 days paid vacation during the months of July and August. Vacation is to be arranged between the Superintendent and administrator and scheduled between July 1 and two weeks prior to the opening of school. Where School District activities may require work during the vacation period, arrangements may be made for compensatory vacation time or a per diem pay for each day worked.

**313**

In the event that a currently assigned administrator is absent for an extended period of time, a person currently in an administrative position and elevated through a Board Resolution to assume this position, shall have the option of being placed on the first step of the appropriate schedule.

**314**

The School District shall provide a substitute in the absence of the School Principal until availability of substitutes is exhausted and, when possible for other administrators as required.

**315**

In the event of a member's retirement, notice of thirty (30) days will be given the District. If at the date of the official retirement, a permanent replacement is not available, the retiring member can work up to twenty (20) days at a per diem rate.

**316**

Any employee who enrolls in and successfully completes a prior approved graduate level course at an accredited college or university shall be eligible to receive up to \$500.00, as reimbursement for tuition, upon proper documentation. Approval of said course of study shall be by the Superintendent of



Schools or his/her designee and shall be at his/her sole discretion. Only one tuition reimbursement, per school year, per employee, shall be allowed.

## **ARTICLE IV PROFESSIONAL BENEFITS**

### **401**

#### **Temporary Leaves**

##### **401.1**

Personal Illness: Days for personal illness will be computed on the basis of fourteen (14) days. These days are cumulative without limitation.

##### **401.2**

Personal Business: At full compensation with no deduction from pay, personal business days may be granted with no deduction from sick leave by mutual agreement between the Superintendent and an employee requesting personal business days.

##### **401.3**

Family Illness: Absence for family illness may be granted upon written application at the discretion of the Superintendent. The days of absence granted shall be deducted from accumulated sick leave, unless the Superintendent in individual cases and in his/her discretion directs that the day shall not be deducted. The Superintendent may terminate said leave at any time.

##### **401.4**

Family is defined as members of an administrator's immediate family or person living in the administrator's home. ("immediate family" is defined as follows: father, mother, step-father, step-mother, grandfather, grandmother, step-son, step-daughter, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew and grandchild).

##### **401.5**

Extended sick leave: In the event of the personal illness of an employee which requires sick days beyond those granted in this contract, the Board of Education may, upon application of the administrator grant sick leave extensions at full pay. This subdivision applies only to personal illness of the employee, and an employee must have completed at least three (3) consecutive fiscal years of service with the School District to be eligible to request extended sick leave. The leave contemplated, being a discretionary grant, may be terminated by the Board of Education at any time.

##### **401.6**

Other leave days: Days of absence will or may be granted to the employee with no deduction from compensation as follows:

- a) Days for religious observance, as requested, according to the Commissioner's Regulations will be granted.

- b) Professional leave days may be granted to attend conferences, workshops, professional programs, professional organizations, for the purpose of improving instruction, administration of instruction or improving administrative procedure of the School District. Said days may be granted upon recommendation of the Superintendent and approval of the Board of Education.
- c) Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system, or for the performance of jury duty, or in the Superintendent's discretion for any other legal proceeding if the employee is required by subpoena and/or summons to attend.
- d) In a case where an employee is quarantined by action of the Health Department in his/her place of residence because of illness or a contagious disease contracted within the course of employment by contact with a student or another School District employee, accumulative sick leave shall not be charged and salary deductions shall not be made for duration of the quarantine period or such other periods the School Doctor shall certify as requisite or prudent.

#### **401.7**

Personal property loss: The School District will reimburse an employee for loss or damage to personal property caused by unusual or disruptive occurrence or happening in the course of employment.

### **402**

#### **Extended Leave**

#### **402.1**

Other Leaves: A leave of absence for a period not to exceed one year may be granted upon recommendation of the Superintendent and with the approval of the Board of Education, such leave shall be without compensation or benefits and such time shall not be considered as time served with the School District for service credit, seniority or salary placement. The employee, upon return to active service, shall be then entitled to restoration of credit for accumulated sick days and will, for purposes of salary placement and service credit, be entitled to restoration of service time accrued prior to commencement of the aforementioned unpaid leave.

#### **402.2**

The District will make leaves of absence available to unit members in accordance with the Family and Medical Leave Act of 1993.

### **403**

#### **Other fringe benefits**

#### **403.1**

##### **Health Insurance:**

The parties have agreed that the Binghamton City School District shall establish and operate a self-insured health benefits program which shall be administered by a third-party administrator selected by the Binghamton City School District. The terms of the health benefits program are set forth in detail in a medical plan document dated May 3, 1991 and agreed upon by the parties.

Such program shall be available to all retirees and the District shall pay 40 percent of the family costs and 50 percent of the individual costs of plan coverage. The plan shall be reviewed in May of each year.

The District reserves the right to change the health plan administrator provided that the plan benefits are equal or better than the plan coverage provided under the current plan.

#### **403.2**

In order to assist the District in cost saving measures in the area of health insurance, the Association agrees that:

- a) Prescription medications shall carry a \$8.00 co-pay for brand name drugs. Prescription medications shall carry a \$4 co-pay for generic drugs. In the event that no generic equivalent drug is available, the co-pay shall be \$6.00. This section shall be effective July 1, 2000.
- b) Administrators will endeavor to reduce prescription costs by mail order purchases where said prescription will require long-term usage of medication. The District shall provide sources, current prices, and lists of available medications by mail order to each administrator.
- c) Where an administrator plans to submit to elective surgery, the District shall have the right to require a second opinion, provided the District pays the cost.
- d) The District shall have the right to require that the Plan Administrator shall audit all hospital and physician's bills.
- e) The District may establish an employee education program for the purpose of making administrators aware of insurance benefits and costs. Said program may include an annual summary of charges incurred by each administrator, but individual administrator's names will not appear on any summary to be publicized in such a program.
- f) The District and Association agree to comply with all state and federal laws concerning generic drugs.
- g) The District has the right to raise the current annual major medical deductibles from one hundred (\$100.00) dollars to one hundred twenty-five (\$125.00) dollars for individual coverage and from three hundred (\$300.00) dollars to three hundred twenty-five (\$325.00) dollars for family coverage. The increase in the amount of the deductibles shall be effective January 1, 1995, the start of the new deductible year.
- h) The payment of benefits as described in the District medical benefits plan will be made as determined on the basis of the submission of proof that a charge, fee or expense has been incurred. Payment of covered hospital in-patient charges will be made by a two-party check payable to the hospital and the covered person, or parent or guardian of the covered person if the covered person is a minor or mentally or physically totally disabled. The payment check will be sent to the individual payee to be endorsed and forwarded to the hospital. Payment of benefits to other service providers may be made directly to the service provider. However, any

reimbursement by the plan for a charge, fee or expenses paid by an individual will be disbursed to that individual who paid the charge, fee or expense.

- i) The parties agree to participate with a preferred provider for health services for employees covered by this Agreement. Employees so covered shall maintain the right to determine the health services provider of their choice without penalty.

j) **Right of Reimbursement and Assignment of Proceeds**

The term "Third Party" means a person or organization other than the Covered Person. No benefits shall be paid under any coverage of this Plan with respect to any injury or sickness for which a Third Party may be liable or legally responsible. However, subject to the provisions of this Section, the Plan will pay such benefits provided that the Covered Person (or his or her legally authorized parent, guardian, or representative) shall comply with the following conditions:

1. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall agree, in writing, to provide the Claims Administrator and the Fund Administrator with written notice whenever a claim is commenced against and/or recovery is received from any Third Party (or insurer or surety thereof) for damages as a result of the injury or sickness; and
2. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall agree, in writing, to reimburse the Plan in accordance with this Section for any benefits paid by the Plan on account of such injury or sickness; and
3. Prior to payment of any such benefits under this Plan, the Covered Person and the legal representative of the Covered Person shall provide, in writing, an assignment of proceeds in favor of the Plan in the amount of any benefits paid by the Plan on account of such injury or sickness; such assignment to be valid against any Judgment, Settlement, or recovery in any manner received from such Third Party or such Third Party's insurer or surety.

The conditions herein set forth shall not apply to any benefits payable under Medicare Supplementary coverage, nor to any amount received by the Covered Person under any other insurance policy or certificate issued to the Covered Person or to any Dependent of an Employee covered hereunder.

The amounts to be recovered by the Plan pursuant to the provisions hereof shall not be reduced by any attorney's fees, court costs, or other disbursements.

- k) The Binghamton City School District shall provide a flexible spending/cafeteria plan pursuant to Internal Revenue Code Section 125 which shall be used for purposes of the payment by employees of health care premium equivalents, uncovered health care expenses, uncovered dental expenses, child care expenses, optical care and other uncovered medical and/or health expenses as permitted by regulations of the

Internal Revenue Service. It is understood that this flexible spending account/cafeteria plan shall allow the employee to pay these expenses with pre-tax dollars. The initial start up cost of this plan shall be paid by the Binghamton City School District. Any monthly expense or administration fee for belonging to or participating in said plan shall be paid for by the employee through payroll deduction. There shall be no obligation on the part of the District to provide this plan unless a minimum of twenty-nine (29) employees elect to participate in the plan. This plan shall only be offered so long as it is permitted by the Internal Revenue Code and Internal Revenue Service regulations.

- l) All employees shall contribute \$100 for individual coverage or \$300 for family coverage of the annual premium equivalent for the medical plan, effective July 1, 1996.
- m) Inpatient admissions for alcoholism and substance abuse shall be limited to four continuous periods of confinement as lifetime maximum.
  - 1st Visit - All charges covered
  - 2nd Visit - All charges covered
  - 3rd Visit - \$500 deductible
  - 4th Visit - \$1,000 deductible
- n) Inpatient Mental Illness and Nervous Disorder Care shall be covered under Major Medical.
- o) There shall be a lifetime infertility benefit limit of \$10,000.00 per covered participant.
- p) In order for a covered participant to obtain reimbursement or payment for charges for services and supplies that are medically necessary and are usual, customary and reasonable, and are covered charges eligible for benefits under this plan, a pre-admission certification and pre-service authorization must be obtained from the plan's case management consultant. Payment of covered hospital expenses incurred by covered persons who fail to obtain pre-admission certification will be reduced by \$100.00 of the amount of the covered hospital expense that the plan would otherwise pay.

#### 403.3

Dental Plan: A non-contributory Dental Insurance Program with coverage for each employee and his/her dependents shall be provided by the School District and will be reviewed annually.

#### 403.4

Annuities: The School District will make provisions for salary deductions provided the School District shall not be required to transmit payment for more than twelve carriers, so that each employee, upon written authorization to the School District thereof may participate in the tax sheltered annuity program.

#### 403.5

Payroll Deduction: The Board will make provisions for deductions of a constant amount from the payroll and transmission of payment to the BCT Federal Credit Union, Chase Lincoln First and/or The Binghamton Savings Bank for each unit member who has given written authorization.

**403.6**

Payroll Deduction: The School District will make provision for deductions of a constant amount from the payroll and transmission of payment to the treasurer of the Association for each unit member who gives written authorization.

**403.7**

Subject to the following, the Board of Education shall deduct from the salary of current members of the Association and any new employee who is included in the unit after July 1, 1985, but is not a member of the Binghamton Administrative and Supervisory Association an amount up to the equivalent of dues payable by a member of the BASA. The Board of Education agrees to an Agency Shop Fee deduction provision, as authorized by law, upon the following conditions:

- 1) That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Law, Education Law and other relevant statutes and case law;
- 2) That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to the Association provided by law.

**ARTICLE V  
PROTECTION OF ADMINISTRATORS**

**500**

No administrator shall be required to use his/her personal automobile to transport students or other persons within or outside the School District.

**501**

The Association reserves the right to request periodic meetings with the Superintendent to discuss concerns of its membership.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

**600**

**Definitions**

**601.1**

Employer: The Board of Education, City School District of the City of Binghamton, New York.

**601.2**

Employee: Any person covered by this Agreement employed and compensated by the Board of Education in a professionally centered area as defined by the Commissioner of Education of the State of New York.

### **601.3**

**Employee's Representative:** Any person selected by an employee to represent him/her in formal grievance procedures, said person being termed "employee's representative" regardless of occupation or profession.

### **601.4**

The term "grievance" shall mean:

- a) A complaint by an employee covered by this Agreement that there has been as to the employee a violation or misinterpretation of this Agreement. However, no grievance may be presented in the grievance procedure described herein, unless the Binghamton Administrative and Supervisory Association approves the same and agrees that the same constitutes a grievance as defined herein. Nothing contained herein shall grant to any employee the right to file a grievance independent of the Association.
- b) A complaint by the Association that there has been a violation or misinterpretation of this Agreement affecting a covered employee or employees.

## **602**

### **Procedures**

#### **602.1**

**Informal – Stage I:** The Binghamton Administrative and Supervisory Association shall present its grievance to the Chief School Administrator, either directly or through its representatives. If the grievance is not resolved at the District level within five (5) work days, initiate action to implement Stage II.

#### **602.2**

**Formal - Stage II:** The Association shall inform the Chief School Administrator of its intent to institute Formal Proceedings and present the grievance in writing to him/her. This document shall state the nature of the grievance, the historical background of the grievance, evidence supporting the grievance, action taken thus far to resolve the grievance, and the reasons for dissatisfaction with action taken during informal proceedings. The Superintendent or his/her designee shall study the grievance. This may involve conferences with the Association or its representatives. Following study, the Superintendent or his/her designee will render his/her written decision to the Association no later than ten (10) work days following written receipt of the grievance as outlined in Stage I. If the Association rejects the decision, it may elect to go to Stage 3.

#### **602.3**

### **Stage III**

- 1) The Association not satisfied with the disposition at Stage II may submit the grievance to advisory arbitration by written demand served upon the employer and the American Arbitration Association within ten (10) work days from the conclusion of Stage II.
- 2) The Arbitrator shall be selected pursuant to AAA Rules and the parties shall be bound by the Rules Procedures of the AAA. The cost shall be borne equally.

- 3) If the Arbitrator's written advisory decision is acceptable to the Association and the Superintendent of Schools, the grievance shall be resolved in accordance with such decision. If either the Association or the Superintendent of Schools disagrees with the Arbitrator's advisory opinion, such party shall notify the other party within fifteen (15) working days from receipt of the Arbitrator's decision.

In the event of disagreement by the Association or Superintendent of Schools, the Association may, within fifteen (15) work days from receipt of or sending to the Superintendent of Schools a notice of disagreement, make a written request to the Board of Education, with a copy to the Superintendent, for review and final determination by the Board of Education.

- 4) The Board shall, within 20 work days from receipt of a request for review conduct a hearing on the grievance, at which the parties may appear and give evidence.

#### **602.4**

No grievance shall be entertained under the aforesaid provisions and shall be deemed waived unless the grievance is presented at Stage I within sixty (60) days after the occurrence of the alleged violation or misinterpretation of this contract.

## **ARTICLE VII OTHER PROVISIONS**

### **701**

The School District will provide a copy of this Agreement and the agreements of all other bargaining units to each administrator.

### **702**

It is the intention of the Superintendent of Schools to continue regular monthly meetings known as Superintendent's Administrators' Council. One of the functions of said Council is to provide a forum for administrators to articulate their concerns and to make suggestions concerning the operation of the School District; the Association may and is encouraged to submit to the Superintendent of Schools agenda items for the aforesaid meetings.

### **703**

The use of school buildings shall be permitted for Association business without cost at reasonable times for meetings with the approval of the Superintendent. Application for use of a school building is to be made on forms provided by the Business Office. If a building is to be used at a time other than a time when it is ordinarily staffed by a custodian, the Association will pay the overtime cost for necessary custodial staffing.

### **704**

The District will continue its policy of requesting recommendations of its administrative employees as to hiring, terminating and transferring of staff when said staff is under the jurisdiction of the administrative employee.



705

The employees will have the right to review, upon request to the Superintendent, the contents of their personnel files excepting confidential matter and may be permitted by the Superintendent to make copies of the documents in it. The employee may request a representative of the Association to accompany the employee during review. The District shall endeavor to advise the employee of documents, other than confidential, which are to be placed in the employee's files and the employee should be requested to review and sign the documents. In any event, the employee in reviewing his/her file should sign any unsigned documents. The employee may file a response to any material placed in his/her file.

706

The parties to this Agreement recognize it to be in the best interest of the District to properly relate administrative responsibility and to clearly define the role of administrators in the management of the District.

707

There shall be established a committee to develop rules and procedures for determining a seniority list of the employees in this unit, and the committee shall devise a process by which the calculation of seniority and the determination of a list will be an annual process and a permanent part of the Collective Bargaining Agreement.

The parties shall establish a joint committee consisting of six (6) to eight (8) members, which shall consist of equal representation from the District and the Association. The committee shall be charged with the responsibility of developing a proposal to revise the instrument used to evaluate the professional performance of unit members. This committee shall consider the establishment of goals for each unit member which, if achieved, may result in increased compensation to the successful unit member. The committee shall render its report by no later than June 30, 2002.

708

#### **Shared Decision-Making**

We believe that public interest is best served through assuring the availability of high quality education for all and that knowledgeable, ethical, and effective administrators are essential to achieving educational excellence.

We believe that in successful and effective schools administrators play a key role.

We support shared decision-making as long as the decision-making process is a consensus model. We believe that when dedicated people do the necessary research and have access to all of the available information, they will generally agree upon a decision. All parties must continue to work for what is best for our students.

In shared decision-making matters related to personnel practices, all parties must recognize that due process must be maintained for all personnel. Parties must all realize that as established by law administrators have a legal responsibility and authority to make some decisions.

Above all, we share the belief that the shared decision-making process does not mean a shift in the decision-making from autocracy to oligarchy, but does mean a change in the way we approach decisions and a commitment to gathering information, sharing it with others, and reaching consensus.

Finally, we believe that all Binghamton City School District administrators function as one team, working cooperatively with each other to solve problems and to make decisions with the interests of the students as the driving force.

It is our strong belief that all administrators in the Binghamton City School District be involved in the instructional process in some way, and that this involvement includes persons in all positions.

709

#### **RETIREMENT INCENTIVE**

Each employee who is eligible for New York State Retirement, and is at least fifty-five (55) years of age during the life of this agreement shall be eligible for a retirement incentive. Eligible employees who seek to obtain this benefit must give the Binghamton City School District six (6) months advance notice of their intention to retire. The notification of retirement becomes irrevocable after four (4) months (i.e., sixty [60] days prior to the effective date of retirement).

The retirement incentive shall consist of reimbursement for unused sick days at the rate of \$100 per day up to a maximum of one hundred seventy-five (175) days. The maximum retirement incentive shall be \$17,500.

The employee shall have the option of receiving a lump sum retirement incentive payment or the employee may use said retirement incentive to pay the employee's share of the health care premium equivalent until said retirement incentive is exhausted. Thereafter, the payment of the employee's share of the premium equivalent shall be the responsibility of the employee. In the event that the employee dies before the retirement incentive benefit has been fully exhausted, then said employee's surviving spouse shall be eligible to continue family or individual coverage until the incentive is depleted.

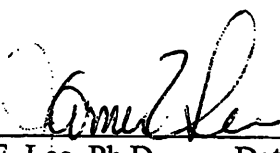
#### **ARTICLE VIII**

800

In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unconstitutional or illegal, it shall be null and void and unenforceable. Such decision shall not effect any of the other provisions of this Agreement, which shall continue in full force and effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY THE AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

CITY SCHOOL DISTRICT OF THE  
CITY OF BINGHAMTON, NEW YORK

By  9/26/00  
James E. Lee, Ph.D. Date  
Superintendent of Schools

BINGHAMTON ADMINISTRATIVE &  
SUPERVISORY ASSOCIATION OF THE  
EMPIRE STATE SUPERVISORS AND  
ADMINISTRATORS ASSOCIATION

By  9/26/00  
Robert M. Gazda Date  
President

**The BASA Negotiating Team and the Superintendent agree to the following:**

The existing Collective Bargaining agreement between the Board of Education and the Binghamton Administrative and Supervisory Association (BASA) will be in place until June 30, 2004. Compensation for current BASA members will *increase by 3.5% of total salary* as already state in the Contract. Entry-level salaries will be frozen at current rates.

*Co-pay rates for prescription drugs* will follow the Three-Tiered Blue Cross/Blue Shield Plan at co-pay rate of \$3 for Tier 1 Prescriptions, \$5 for Tier 2 Prescriptions and \$20 for Tier 3 prescriptions, effective July 1, 2003.

BASA members who are eligible to retire by August 15, 2003 will receive a one-time only, \$24,000 *retirement incentive* to be taken as a lump sum at retirement or to be applied to the member's retirement contributions toward health benefits. In order to be eligible for this one-time only incentive, members must notify the Superintendent of Schools no later than 3:00 PM on Monday, April 28<sup>th</sup>, 2003. However, members are encouraged to notify the district by April 15, 2003.

If the New York State Teachers Retirement System offers a retirement incentive with no cost to the district after the April 28<sup>th</sup> notification deadline for the district incentive, BASA members who are eligible to retire on or before August 15<sup>th</sup> who have not already indicated their intent to retire on or before April 28<sup>th</sup>, 2003 under the district incentive will be allowed to notify the Superintendent of Schools by July 1, 2003 of their intent to retire on or before August 15, 2003. These members will also be eligible for the district incentive.

The retirement incentive in the contract will remain as is for members who intend to retire after August 15, 2003, with one exception. Members must notify the Superintendent of Schools at least 4 months prior to the retirement date and this notification is irrevocable. If the member wishes to revoke the intent to retire under extenuating circumstances, the Superintendent will consider those circumstances. Members must retire on or before August 15<sup>th</sup>, 2004 to be eligible for the contract incentive.

BASA and the district will form a joint committee, no later than August 2, 2003 to research Domestic Partner benefits.

Language regarding the \$750 Professional Development allocation for each member of BASA will be placed back into the contract.

Language Already Signed by BASA and Superintendent on January 7, 2003.

**Article 7009 – Retirement Incentive:**

Current language: Eligible employees who seek to obtain this benefit must give the Binghamton City School District six (6) months advance notice of their intention to retire. The notification of retirement becomes irrevocable after four (4) months (i.e. sixty [60] days prior to the effective date of retirement).

New language: Eligible employees who seek to obtain this benefit must give the Binghamton City School District four (4) months advance notice of their intention to retire.

**Added to the Professional Development Language:**

The district/superintendent will make every effort to supplement the \$750 with additional sources of funding so that every administrator will have opportunities for professional development. The district and BASA will also make every effort to communicate professional development opportunities.

IT IS AGGreed BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY THE AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

CITY SCHOOL DISTRICT OF THE  
CITY OF BINGHAMTON, NEW YORK

By Peggy J. Wozniak 10/6/03  
Peggy J. Wozniak, Ph.Ed. Date  
Superintendent of Schools

BINGHAMTON ADMINISTRATIVE AND  
SUPERVISORY ASSOCIATION OF THE  
EMPIRE STATE SUPERVISORS AND  
ADMINISTRATORS ASSOCIATION

By Robert M. Gazda 10/6/03  
Robert M. Gazda Date  
President